

APPEAL NO. 030776
FILED MAY 20, 2003

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A contested case hearing was held on March 12, 2003. The hearing officer resolved the disputed issues by deciding that the appellant's (claimant) compensable injury of _____, includes an injury to the left knee in the form of a medial meniscus derangement, patellofemoral joint localized secondary arthrosis, and chondromalacia patella; that the compensable injury of _____, does not include an injury to the left knee in the form of a lateral tracking/subluxation patella, medial collateral sprain, and instability of the medial collateral ligament; and that the claimant had disability from September 13, 2002, through February 28, 2003. The claimant appealed the adverse determinations. The respondent (carrier) responded, urging affirmance.

DECISION

Affirmed.

Extent of injury and disability are factual questions for the fact finder to resolve. The hearing officer, as finder of fact, is the sole judge of the relevance and materiality of the evidence as well as the weight and credibility that is to be given to the evidence. Section 410.165(a). It is for the hearing officer to resolve the inconsistencies and conflicts in the evidence and to decide what facts the evidence has established. Garza v. Commercial Insurance Company of Newark, New Jersey, 508 S.W.2d 701 (Tex. Civ. App.-Amarillo 1974, no writ). There is sufficient evidence to support the hearing officer's extent-of-injury and disability determinations. Nothing in our review of the record reveals that the challenged determinations are so against the great weight and preponderance of the evidence as to be clearly wrong or manifestly unjust. Accordingly, no sound basis exists for us to disturb the extent-of-injury and disability determinations on appeal. Cain v. Bain, 709 S.W.2d 175 (Tex. 1986).

With regard to the claimant's assertion that the "benefit dispute agreement" dated June 18, 2002, is binding, we note that the issue agreed upon was whether the compensable injury extends to the right knee. The parties agreed that it did not extend to the right knee and was "limited to the left knee only." We do not read this agreement as encompassing all the alleged left knee conditions, but limiting the compensable injury to one lower extremity.

The hearing officer's decision and order are affirmed.

The true corporate name of the insurance carrier is **ROYAL INSURANCE COMPANY OF AMERICA** and the name and address of its registered agent for service of process is

**CORPORATION SERVICES COMPANY
800 BRAZOS
AUSTIN, TEXAS 78701.**

Veronica Lopez
Appeals Judge

CONCUR:

Elaine M. Chaney
Appeals Judge

Margaret L. Turner
Appeals Judge